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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**

9
10 C. D., a Minor, By and Through his
11 Guardian Ad Litem, Alma Jimenez and
12 John Dorscht; ALMA JIMENEZ; and
13 JOHN DORSCHT,

14 Plaintiffs,

15 vs.

16 THE CITY OF ANAHEIM, ANAHEIM
17 POLICE DEPARTMENT, RAUL
18 QUEZADA CHIEF OF ANAHEIM
19 POLICE DEPARTMENT, THE CITY
20 OF LOS ANGELES, LOS ANGELES
21 POLICE DEPARTMENT, CHARLIE
22 BECK CHIEF OF POLICE OF LOS
23 ANGELES POLICE DEPARTMENT,
24 OFFICER KEVIN FERGUSON, and
25 DOES 1 through 50, Inclusive,

26 Defendants.

Case No. CV17-01162-DOC (JCGx)

Hon. David O. Carter, 9D, 9th Fr.

Hon. Mag. Jay C. Gandhi, 6A, 6th Fr.

~~PROPOSED~~
PROTECITIVE ORDER

27 **1a. PURPOSES AND LIMITATIONS**

28 Discovery in this action is likely to involve production of confidential,
proprietary, or private information for which special protection from public disclosure
and from use for any purpose other than prosecuting this litigation may be warranted.

1 Accordingly, the parties hereby stipulate to and petition the Court to enter the
2 following Stipulated Protective Order. The parties acknowledge that this Order does
3 not confer blanket protections on all disclosures or responses to discovery and that the
4 protection it affords from public disclosure and use extends only to the limited
5 information or items that are entitled to confidential treatment under the applicable
6 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
7 that this Stipulated Protective Order does not entitle them to file confidential
8 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
9 followed and the standards that will be applied when a party seeks permission from
10 the court to file material under seal.

11 The parties further acknowledge that this protective order does not in any way
12 alter or affect the protective order previously signed by the Court on March 5, 2018,
13 on file with the Court at Document 28.

14
15 **1b. GOOD CAUSE STATEMENT**

16 The Los Angeles Police Department conducted a categorical use of force
17 investigation into the incident which gives rise to this lawsuit. As part of the
18 investigation compelled statements were taken from an off-duty Los Angeles police
19 officer. Such information is obtained through the administrative investigation of this
20 matter by the LAPD and maintained as confidential peace officer personnel records
21 and utilized for administrative issues. A protective order is appropriate for this
22 information and related documents as such internal investigations can be used to
23 ascertain if police policies and procedures in such areas as supervision, training,
24 tactics, policies, etc., should be modified. These internal investigations are an
25 essential aid to providing a critical, self-evaluation of LAPD officers and policies and
26 accordingly serve the City of Los Angeles.

1 Once completed, an FID report and/or Personnel Complaint Investigation is
2 prepared. Such reports are reviewed by appropriate command officers in the
3 Department and by the Board of Police Commissioners. This review has several
4 purposes: (1) to determine whether the involved officers violated any Department
5 policies or procedures; (2) to determine whether administrative discipline and/or
6 retraining of the involved officers is necessary; (3) to ascertain if police policies and
7 procedures in such areas as supervision, training, tactics, policies, etc.; should be
8 modified. In sum, FID reports and/or Personnel Complaint Investigations are an
9 essential aid to providing critical self-evaluation of Department officers and policies
10 and to determine the most effective way to serve the citizens of Los Angeles.

11 Additionally, other confidential documents may have been generated as part of
12 the incident by the Los Angeles Police Department. This may include names and
13 personal information for third-parties or juveniles in the documents and/or audio
14 recordings generated by the Los Angeles Police Department. A protective order is
15 appropriate for this information and all third-party information, to protect their privacy
16 and prevent embarrassment or humiliation for persons involved and not involved in
17 this litigation.

18 Further, LAPD internal affairs complaint investigations, unrelated LAPD use of
19 force investigations and other confidential, Los Angeles Police Department peace
20 officer personnel records may, at some point, also be produced as a part of discovery
21 in this litigation. For identical reasons as those listed in the first paragraph of this
22 section, a protective order is appropriate for any such information which may be
23 produced as a part of this litigation.

24 **MINOR'S PRIVACY:** The minor's or juvenile's privacy must be
25 appropriately addressed by: (1) redacting the minors' identifying information—
26 including, but not limited to, Social Security numbers, dates of birth, etc.—from any
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1 documents produced. Keith H. v. Long Beach Unified Sch. Dist., 228 FRD 652, 658
2 (CD CA 2005).

3 "[P]rivacy objections can be appropriately addressed by: (1) redacting the
4 [minor]'s identifying information—including names, Social Security numbers, dates
5 of birth, etc.—from the documents produced and, if necessary, using pseudonyms or
6 codes to identify the students, see Foltz v. State Farm Mut. Ins. Co., 331 F.3d 1122,
7 1137 (9th Cir.2003) (holding third-party privacy information can be protected by
8 '[s]imply redacting the identifying information of third parties (e.g., their names,
9 addresses, telephone numbers, and social security numbers) from the[ir] records and
10 disclosing the remaining information'), and, (2) producing documents under a
11 protective order to minimize any invasion of the [minor]'s privacy
12 rights. Id..... Coupled with a protective order, it is sufficient for defendants to redact
13 each [minor]'s name, Social Security number, date of birth, address, and telephone
14 number, as well as the [minor]'s parent's or guardian's name, address, telephone
15 number, and Social Security number. If defendants redact the [minor]'s identification
16 number and similar identifying numbers, they must replace those numbers with some
17 other method of identification, e.g., John Doe I, II, III, etc., by which plaintiff can
18 ascertain whether the documents produced relate to the same or different
19 individuals." Keith H. v. Long Beach Unified Sch. Dist., 228 FRD 652, 658(CD CA
20 2005) .

21 In efforts to preserve minor confidentiality and privacy, yet move forward with
22 discovery in the instant matter, Defendant City of Los Angeles, Los Angeles Police
23 Department, Charlie Beck shall redact the following from the written LAPD Force
24 Investigation Division investigative report from the underlying incident: Names of all
25 minors other than Plaintiff C.D., contact information of all minors, Social Security
26 numbers, driver's license numbers and any booking information for said minors along
27 with any statements provided by the minors. The redacted written investigation will
28 be produced to all parties upon entry of the subject Protective Order.

1 "Welfare and Institutions Code §827 governs the inspection and release of
 2 juvenile ... records. Section 827 provides, in pertinent part, "A juvenile case file, any
 3 portion thereof, and information relating to the content of the juvenile case file, may
 4 not be disseminated ... other than [to] those ... authorized to receive documents
 5 ..." Cal. Welf. & Inst. Code §827(a)(4). There is a strong public policy in keeping
 6 juvenile court records confidential, and it is up to the juvenile court to determine when
 7 disclosure of such records is allowed. *In re Keisha T.*, 38 Cal.App.4th 220, 231, 44
 8 Cal.Rptr.2d 822 (Cal.Ct.App.1995)." *Buzayan v. City of Davis Police Dep't*, (ED CA
 9 2007) 2007 WL 2288334, at *6.

10 Plaintiffs' counsel will petition the juvenile court pursuant to Welfare and
 11 Institutions Code §827 seeking production of the unredacted LAPD Force
 12 Investigation Division written report. Section 827 contemplates situations in which
 13 inspection by third parties will be permitted and puts the protection of confidentiality
 14 of the records within the discretion of the juvenile court which is in the best position
 15 and statutorily authorized to make the decision of whether and what material should
 16 be released. Defendants City of Los Angeles, Los Angeles Police Department and
 17 Charlie Beck will not produce any addenda to its FID investigation report that was
 18 originally generated by Defendants City of Anaheim or Anaheim Police Department.

19
 20 **1c. MARCH 5, 2018 PROTECTIVE ORDER**

21 This protective order does not affect or alter the protective order previously
 22 signed by the Court in this matter on March 5, 2018. The March 5, 2018 protective
 23 order applies to "any Documents produced by Defendants City of Anaheim, Anaheim
 24 Police Dept. and Raul Quezada Chief of Anaheim Police Dept. to Counsel in this
 25 action[.]" Doc. 28, p. 2, lines 1-3. To the extent that any documents in the possession
 26 of Defendants City of Los Angeles, Los Angeles Police Department & Charlie Beck
 27 were obtained as part of the LAPD's administrative/internal investigation of the
 28 underlying incident, and are duplicative of documents generated by the City of

1 Anaheim Defendants as part of their investigation into or response to the underlying
2 incident, are understood to remain subject to the March 5, 2018 protective order.
3 Accordingly, any such City of Anaheim documents will not be produced by
4 Defendants City of Los Angeles, Los Angeles Police Department and/or Charlie Beck
5 and any production must be made by the City of Anaheim Defendants.

6
7 **2. DEFINITIONS**

8 2.1 Action: This pending federal lawsuit, C.D., a minor, et al., v. The City of
9 Anaheim, et al, 8:17-cv-01162 DOC (JCGx).

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for protection
14 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
15 Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 "CONFIDENTIAL."

21 2.6 Disclosure or Discovery Material: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
27 expert witness or as a consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party, and includes support staff.

10 2.11 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as "CONFIDENTIAL."

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23
24 **3. SCOPE**

25 The protections conferred by this Stipulation and Order cover the Los Angeles
26 Police Department's Force Investigation Division ("FID") report 14-17, documents
27 and/or audio generated as part of that investigation, confidential peace officer
28 personnel records, LAPD internal affairs investigations, unrelated LAPD FID

1 investigations and also (1) any information copied or extracted from Protected
2 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
3 and (3) any testimony, conversations, or presentations by Parties or their Counsel that
4 might reveal Protected Material.

5 Any use of Protected Material at trial shall be governed by the orders of the trial
6 judge. This Order does not govern the use of Protected Material at trial.

7 As noted in Section 1a and 1c, this protective order does not apply to or affect
8 the March 5, 2018 protective order. Further, to the extent that any documents in the
9 possession of Defendants City of Los Angeles, Los Angeles Police Department &
10 Charlie Beck were obtained as part of the LAPD's administrative/internal
11 investigation of the underlying incident, and are duplicative of documents generated
12 by the City of Anaheim Defendants as part of their investigation into or response to
13 the underlying incident, are understood to remain subject to the March 5, 2018
14 protective order. Accordingly, any such City of Anaheim documents will not be
15 produced by Defendants City of Los Angeles, Los Angeles Police Department and/or
16 Charlie Beck and any production must be made by the City of Anaheim Defendants.

17
18 **4. DURATION**

19 Once a case proceeds to trial, all of the information that was designated as
20 confidential or maintained pursuant to this protective order becomes public and will
21 be presumptively available to all members of the public, including the press, unless
22 compelling reasons supported by specific factual findings to proceed otherwise are
23 made to the trial judge in advance of the trial. See *Kamakana v. City and County of*
24 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing "good cause"
25 showing for sealing documents produced in discovery from "compelling reasons"
26 standard when merits-related documents are part of court record). Accordingly, the
27 terms of this protective order do not extend beyond the commencement of the trial.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The Designating Party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify so that other portions of the material, documents, items, or communications
8 for which protection is not warranted are not swept unjustifiably within the ambit of
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Designating Party
14 to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23
24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum, the legend
28 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that

1 contains protected material. If only a portion or portions of the material on a page
2 qualifies for protection, the Producing Party also must clearly identify the protected
3 portion(s) (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection
5 need not designate them for protection until after the inspecting Party has indicated
6 which documents it would like copied and produced. During the inspection and before
7 the designation, all of the material made available for inspection shall be deemed
8 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
9 copied and produced, the Producing Party must determine which documents, or
10 portions thereof, qualify for protection under this Order. Then, before producing the
11 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"
12 to each page that contains Protected Material. If only a portion or portions of the
13 material on a page qualifies for protection, the Producing Party also must clearly
14 identify the protected portion(s) (e.g., by making appropriate markings in the
15 margins).

16 (b) for testimony given in depositions that the Designating Party identify the
17 Disclosure or Discovery Material on the record, before the close of the deposition all
18 protected testimony.

19 (c) for information produced in some form other than documentary and
20 for any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 "CONFIDENTIAL." If only a portion or portions of the information warrants
23 protection, the Producing Party, to the extent practicable, shall identify the protected
24 portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive the
27 Designating Party's right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3
4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding shall be on
11 the Designating Party. Frivolous challenges, and those made for an improper purpose
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
14 withdrawn the confidentiality designation, all parties shall continue to afford the
15 material in question the level of protection to which it is entitled under the Producing
16 Party's designation until the Court rules on the challenge.

17
18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a Receiving
24 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a
26 location and in a secure manner that ensures that access is limited to the persons
27 authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
4 only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
6 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
7 disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
22 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
23 not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
25 by the Designating Party or ordered by the court. Pages of transcribed deposition
26 testimony or exhibits to depositions that reveal Protected Material may be separately
27 bound by the court reporter and may not be disclosed to anyone except as permitted
28 under this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3
4 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
5 **IN OTHER LITIGATION**

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any information or items designated in this Action as
8 “CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification
10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to
12 issue in the other litigation that some or all of the material covered by the subpoena or
13 order is subject to this Protective Order. Such notification shall include a copy of this
14 Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued
16 by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with
18 the subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL” before a determination by the court from which the
20 subpoena or order issued, unless the Party has obtained the Designating Party’s
21 permission. The Designating Party shall bear the burden and expense of seeking
22 protection in that court of its confidential material and nothing in these provisions
23 should be construed as authorizing or encouraging a Receiving Party in this Action to
24 disobey a lawful directive from another court.

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1 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party's
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
16 Order in this Action, the relevant discovery request(s), and a reasonably specific
17 description of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party's confidential information responsive to the discovery request.
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
24 any information in its possession or control that is subject to the confidentiality
25 agreement with the Non-Party before a determination by the court. Absent a court
26 order to the contrary, the Non-Party shall bear the burden and expense of seeking
27 protection in this court of its Protected Material.

28

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10
11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other protection,
15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
17 may be established in an e-discovery order that provides for production without prior
18 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
19 parties reach an agreement on the effect of disclosure of a communication or
20 information covered by the attorney-client privilege or work product protection, the
21 parties may incorporate their agreement in the stipulated protective order submitted to
22 the court.

23
24 **12. MISCELLANEOUS**

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
6 only be filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file Protected Material
8 under seal is denied by the court, then the Receiving Party may file the information in
9 the public record unless otherwise instructed by the court.

10
11 **13. FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in paragraph 4, within 60
13 days of a written request by the Designating Party, each Receiving Party must return
14 all Protected Material to the Producing Party or destroy such material. As used in this
15 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
16 summaries, and any other format reproducing or capturing any of the Protected
17 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
18 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
19 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
20 work product, and consultant and expert work product, even if such materials contain
21 Protected Material. Any such archival copies that contain or constitute Protected
22 Material remain subject to this Protective Order as set forth in Section 4
23 (DURATION).

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14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 4/23/2018 **THE LAW OFFICE OF ELENA M. TORRES**

By: /S/
ELENA MEDINA TORRES, Esq.
Attorney for Plaintiff

DATED: 4/23/2018 **D'EGIDIO, LICARI, TOWNSEND & SHAH, APC**

By: /S/
GREGORY PEACOCK, Esq.
Attorney for Plaintiff

DATED: 4/23/2018 **THE CHRISTL LAW FIRM**

By: /S/
JOHN F. CHRISTL, Esq.
Attorney for Defendant, Kevin Ferguson

DATED: 4/23/2018 **KRISTIN A. PELLETIER, Acting City Attorney**

By: /S/
MOSES W. JOHNSON, IV, Esq.
Attorney for Defendants, City of Anaheim, et al.,

DATED: 4/23/2018 **MICHAEL N. FEUER, City Attorney**

By: /S/
MATTHEW P. MATTIS, Deputy City Attorney
Attorney for Defendants City of Los Angeles, et al.,

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

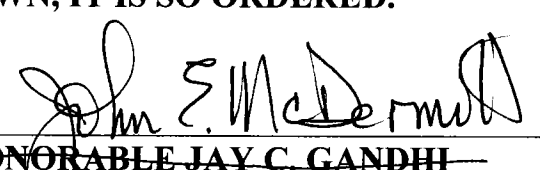
DATED: 4/24/2018 
~~HONORABLE JAY C. GANDHI~~
~~UNITED STATES MAGISTRATE JUDGE~~
JOHN E. McDERMOTT
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____